April 19, 2004

Dear _____:

In The Life Atlanta, Inc. (ITLA) is honored to acknowledge _____ support as a club partner of Black Gay Pride 2003. The following agreement details the mutual responsibilities required to execute this sponsorship agreement.

CLUB PARTNERSHIP AGREEMENT

Agreement entered into as of the ___ day of _____, between _____ located _____, GA (hereinafter referred to as "the Club") and In The Life Atlanta, Inc., located at PO Box 7206, Atlanta, GA (hereinafter referred to as "ITLA").

SECTION 1

SERVICES TO BE RENDERED:

The Club shall:

1) Participating clubs/promoters will be required to accept the designated ticket/pass on the night specified for free admission.
2) Club/promoter may provide ITLA with a special pass or admission ticket for their event that ITLA will distribute to VIP pass purchasers.
3) Club/promoter shall have the right to verify that no more than 300 Paid and 30 Complimentary passes are presented at their door. It is the Club/Promoter's responsibility to properly stub and retain tickets for any hard counts that they may want to perform.
4) Club/promoter shall allow ITLA the right to place banners, posters, and other paraphernalia inside the club on the designated night, allow ITLA to set up a welcome/information table and provide access for outreach volunteers to promote safety and awareness information. There will be no more than ten (10) volunteers needed at any single location.
5) Club/Promoter shall grant ITLA use of any logo or trademark for advertising and marketing leading up to and for the duration of the pride weekend.
6) Club owners/promoters shall make a reasonable attempt to accommodate paid VIP pass holders when capacity is reached as allowable by local ordinances. We suggest a separate VIP entrance or line, giving priority to VIP pass holders whenever possible.

ITLA shall:

1) ITLA will market and sell up to 300 VIP passes.
2) Sales will commence no later than August 1st 2003 and end on Saturday, August 30th, 2003 at 10:00pm.
3) If Club/Promoter has not provided ITLA with their own tickets, ITLA shall produce tickets; provide the Club/Promoter with sample tickets and the valid starting and ending numbers of tickets for their date.
4) Upon the close of sales, ITLA shall immediately notify the Club/Promoter of the exact number of paid passes that have been sold. Payment for VIP Pass sales at a rate of ten percent (10%) of the gross sales for VIP Passes only shall be submitted to the designated Club/Promoter contact within five (5) business days of the close of the event via corporate check.
5) ITLA shall list Club/Promoter as an Official Party of Atlanta Black Gay Pride for the night designated in the Pride Guide, host hotel posters, and other literature as appropriate.
6) ITLA shall recognize the Club/Promoter as an Official Club Partner for the 2003 Atlanta Black Gay Pride Weekend.
7) ITLA shall grant Club/Promoter the use of the 2003 Pride Logo, the 2003 Pride Theme, and ITLA's corporate logo for any advertising and promotion related to black pride weekend activities.
8) ITLA shall recognize the difference between the Club/Promoter's average door price and the estimated commission sales as a sponsorship of ITLA Inc. and Atlanta Black Gay Pride and receive listing as such on all ITLA advertising and promotion
9) Club/Promoter shall be granted the right to market their event via flyers and/or handouts at the Host Hotel in the designated vending area. Flyers may also be made available to ITLA to place on the general information table at the Host Hotel.
10) ITLA shall announce the location of official parties/celebrations when possible at other related events and activities.
11) Grant a special discounted rate to Club/promoter to advertise event in the 2003 Souvenir Pride Guide in addition to the standard listing provided by ITLA.
12) List Club/Promoter's event date on ITLA's web site (http://www.inthelifeatl.com) with a link to Club/Promoter's site if available.
13) Upon special agreement, provide club/promoter with one (1) complimentary website page on www.inthelifeatl.com (also accessible via www.atlantablackpride.com).

SECTION 2

SCHEDULE/TIME OF PERFORMANCE

The Club shall complete services pursuant to the following schedule:

- All Club services shall be executed on **September 1, 2003** by the open of business.

ITLA shall complete services pursuant to the following schedule:

- All ITLA services shall be executed by **September 8, 2002**.

SECTION 3

RELATIONSHIP OF PARTIES

Both parties agree that the Club is an independent service provider/promoter. This Agreement is not an employment agreement, nor does it constitute a permanent joint venture or partnership between ITLA and the Club. Nothing contained herein shall be construed to be inconsistent with this independent service provider/sponsor relationship.

SECTION 4

ASSIGNMENT

Either party, without the written consent of both parties, may not assign this Agreement.

SECTION 5

BREACH OF CONTRACT

Failure to perform on or more of the duties set out in Section 1 of this Agreement shall constitute a breach.

SECTION 6

RESOLUTION /REMEDY FOR BREACH OF AGREEMENT

All disputes with regard to breach of this Agreement shall be submitted to binding arbitration before the Justice Center of Atlanta, Inc. located at 976 Edgewood Avenue, Atlanta, Georgia and settled in accordance with the rules of the American Arbitration Association. Judgement upon the arbitration award

may be entered in any court having jurisdiction thereof. Disputes that the amount at issue is less than $5,000.00 shall not be subject to this arbitration provision; such disputes/claims will be settled in the Magistrate Court of Fulton County.

SECTION 7

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties. Only an instrument in writing signed by both parties can modify its terms. This Agreement shall be binding on the parties, their successors, assigns, and personal representatives. A waiver of breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. The laws of the State of Georgia shall govern this Agreement.

In Witness whereof, the parties hereto have signed this as of the date first set forth above.

ITLA, Inc. _____ Club _____
(Authorized Signatory) (Authorized Signatory)

Print Name _____ Print Name _____

Title _____ Title _____

Commission check to be made payable to: _____

Address: _____

_____

Per Ticket Revenue Split (40% to ITLA 10% to Club)

Pass Price	ITLA Share	Men 1	Men 2	Men 3	Ladies 1	Ladies 2	Ladies 3
$ 60.00	$ 24.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
$ 65.00	$ 26.00	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50	$ 6.50
$ 70.00	$ 28.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00	$ 7.00
$ 75.00	$ 30.00	$ 7.50	$ 7.50	$ 7.50	$ 7.50	$ 7.50	$ 7.50
$ 80.00	$ 32.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00

Total Income based on pass price and qty sold

	ITLA @ 200	ITLA @ 300	Club @ 200	Club @ 300
$ 60.00	$ 4,800.00	$ 7,200.00	$ 1,200.00	$ 1,800.00
$ 65.00	$ 5,200.00	$ 7,800.00	$ 1,300.00	$ 1,950.00
$ 70.00	$ 5,600.00	$ 8,400.00	$ 1,400.00	$ 2,100.00
$ 75.00	$ 6,000.00	$ 9,000.00	$ 1,500.00	$ 2,250.00
$ 80.00	$ 6,400.00	$ 9,600.00	$ 1,600.00	$ 2,400.00

JOINT VENTURE AGREEMENT: form of general agreement between parties to conduct a business operation as a joint venture

Agreement made _____, _____, between ***In The Life Atlanta, Inc. a Georgia non-profit corporation***, of PO Box 7206, City of Atlanta, County of Fulton, State of Georgia, and ***Stand Up and Represent***, of the City of Atlanta, County of Fulton, State of Georgia.

RECITALS

1. The parties desire to conduct a non-profit business operation together.

2. Each party is willing to raise money to finance the conduct of the operation.

3. It is agreed that the most desirable form of business for conducting the operation is a joint venture.

For the reason recited above, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE.

SCOPE AND DESCRIPTION

By this agreement, the parties create a joint venture to raise funds for Atlanta Black Gay Pride 2002 and Stand Up and Represent 2002 Black Gay Pride March.

SECTION TWO.

CONTRIBUTIONS

In The Life Atlanta and ***Stand Up and Represent*** agree to share a designated sponsor and supported base and work collectively to approach each prospective sponsor as a unified force. This shall constitute the contribution that both parties bring to this venture.

SECTION THREE.

CONDUCT OF VENTURE

A fiscal sponsor shall be designated to the management of the funds of the joint venture and shall devote a reasonable amount of time to such management. However, the designated sponsor shall be responsive to the policies established and agreed on by the parties. The Fiscal Sponsor shall have the authority, without the need to consult ***In The Life Atlanta*** or ***Stand Up and Represent*** to receive funds, deposit funds into a trust account, and disburse funds as set forth in this agreement. Such authority may be

increased or decreased from time to time on mutual agreement of the parties. The Fiscal Sponsor shall be liable to the joint venture for any losses or liabilities incurred by his negligent conduct or by willful acts that are detrimental to the venture if the Fiscal Sponsor knew or should have known that such acts would be detrimental.

SECTION FOUR.

TITLE TO PROPERTY

All legal title to property acquired by the joint venture, whether real or personal shall be taken in the name of the respective party to which it was designated. No claim for division or dissolution shall be enforced by this agreement, but may be executed by separate claim and agreement as deemed necessary by both parties.

SECTION FIVE.

DIVISION OF RAISED FUNDS

The net profits earned by the joint venture, calculated Bi-Weekly, shall be divided among the parties as follows: ***In The Life Atlanta*** shall receive seventy two and one half percent (72.5%), and ***Stand Up and Represent*** shall receive twenty seven and one half percent (27.5%). Both parties agree that this may be reviewed from time to time to adjust for any unforeseen needs. Both parties shall agree on any one-time adjustment of this ratio as needed for the duration of the joint venture, to insure its success.

SECTION SIX.

APPORTIONMENT OF EXPENSES

The parties shall bear any expenses sustained by the venture that benefit both parties as follows: ***In The Life Atlanta*** shall bear seventy two and one half percent (72.5%) of such expenses, and ***Stand Up and Represent*** shall bear twenty seven and one half percent (27.5%). Shared expenses shall be: A) drawn or reimbursed from the general trust account prior to distribution and accurately debited in accordance to the percentages stated above. B). paid out in advance with reimbursement made to the payee from the other party for the percentage due. Shared expenses shall be agreed upon in advance by both parties and accurately accounted for in writing as to the nature and benefit each party receives.

SECTION SEVEN.

RECORDS AND ACCOUNTING

Each party along with the designated fiscal sponsor shall maintain or cause to be maintained a complete set of records, statements, and accounts concerning the total operation of the joint venture, in which books shall be entered, fully and accurately, each

transaction pertaining to the venture. All the books will be open at all times for inspection and examination by ***In The Life Atlanta*** or ***Stand Up and Represent*** or their designated agent.

The fiscal year of the joint venture shall commence on January 1, 2002 and close on December 31st of each year of operation. All accounting based on fiscal year figures shall be completed within 30 days after the close of the fiscal year.

SECTION EIGHT.

INSURANCE AND SURETY BONDS

Each party shall be solely responsible for any applicable insurance and/or bonds as required for the execution of their respective activities. Share activities shall be itemized separately via addendum to this agreement.

SECTION NINE.

ASSIGNMENTS AND TRANSFERS

Neither party shall assign or transfer his or her rights or duties in the joint venture without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or assignor of his or her duties or obligations under this agreement.

SECTION TEN.

ARBITRATION

The assignment of specific fiscal duties and authority to a fiscal sponsor was made to avoid major differences between the parties as to conduct of the venture. The parties declare that the terms of this agreement are controlling as to each of them. Any matter in dispute, and which is not provided for in this agreement, shall be submitted to arbitration by and independent and neutral authority or agent as agreed upon by both parties.

SECTION ELEVEN.

DEATH OR INCAPACITY OF PARTY

The death or incapacity of a party shall cause the joint venture to be dissolved at the completion of that current fiscal year. The annual net profits and proceeds from the sale of assets shall be divided pro rata between the surviving party and the legal representative or guardian of the deceased or incapacitated party.

SECTION TWELVE.

TERM

The effective date of this agreement shall be the date first above written, and the agreement shall continue in effect for a period of one year from that date, or until completion of Black Pride weekend.

SECTION THIRTEEN.

TERMINATION OF AGREEMENT

On termination of this agreement for any cause whatever, the joint venture shall be wound up and all funds disbursed as stated.

In witness whereof, the parties have executed this agreement at *[designate place of execution]* the day and year first above written.

[Signatures]

_____ _____

Signature: In The Life Atlanta Date:

_____

Print name and Title

_____ _____

Signature: Stand Up and Represent Date

_____

Print Name and Title

Disclosure / Non Disclosure agreement.

To ensure that all staff and volunteers' personal information is handled in a manner that is agreed upon in advance by both parties, please complete the following information properly identifying your preference.

I,_____ as a
(Print full name)

___ Board Member

___ Volunteer Planning Committee Member

___ Staff Volunteer

Expressly { ___ **grant permission to**} { ___ **decline to allow**} In The Life Atlanta Inc (ITLA), its agents, or affiliates, permission to release basic personally information about me including my name, organization photos, and position within ITLA. If I choose to allow this information to be released, ITLA shall at its discretion, provide information about me to the public, the media, or other organizations solely for the purpose of conducting the operation of ITLA. I agree to hold ITLA harmless of any personal and/or professional implications the release of this information may have.

If I decline to allow this information to be released, ITLA shall agree to withhold direct and intentional release of this information. I agree that in the course of working with ITLA, there may be situations in which others may interpret my association with ITLA in a manner that is not directly expressed by ITLA and agree to hold ITLA harmless for such interpretation.

Signature Date

Signature (ITLA Board Member) Date

PO Box 7206 ▼ Atlanta, GA 30357-0206 ▼ 404 872 6410
www.inthelifeatl.com

Disclosure / Non Disclosure agreement.

To ensure that all staff and volunteers' personal information is handled in a manner that is agreed upon in advance by both parties, please complete the following information properly identifying your preference.

I,_____ as a
(Print full name)

___ Board Member

___ Volunteer Planning Committee Member

___ Staff Volunteer

Expressly { ___ **grant permission to**} { ___ **decline to allow**} In The Life Atlanta Inc (ITLA), its agents, or affiliates, permission to release basic personally information about me including my name, organization photos, and position within ITLA. If I choose to allow this information to be released, ITLA shall at its discretion, provide information about me to the public, the media, or other organizations solely for the purpose of conducting the operation of ITLA. I agree to hold ITLA harmless of any personal and/or professional implications the release of this information may have.

If I decline to allow this information to be released, ITLA shall agree to withhold direct and intentional release of this information. I agree that in the course of working with ITLA, there may be situations in which others may interpret my association with ITLA in a manner that is not directly expressed by ITLA and agree to hold ITLA harmless for such interpretation.

Signature Date

Signature (ITLA Board Member) Date

PO Box 7206 ▼ Atlanta, GA 30357-0206 ▼ 404 872 6410
www.inthelifeatl.com

Disclosure / Non Disclosure agreement.

To ensure that all staff and volunteers' personal information is handled in a manner that is agreed upon in advance by both parties, please complete the following information properly identifying your preference.

I,_____ as a
(Print full name)

___ Board Member

___ Volunteer Planning Committee Member

___ Staff Volunteer

Expressly { ___ **grant permission to**} { ___ **decline to allow**} In The Life Atlanta Inc (ITLA), its agents, or affiliates, permission to release basic personally information about me including my name, organization photos, and position within ITLA. If I choose to allow this information to be released, ITLA shall at its discretion, provide information about me to the public, the media, or other organizations solely for the purpose of conducting the operation of ITLA. I agree to hold ITLA harmless of any personal and/or professional implications the release of this information may have.

If I decline to allow this information to be released, ITLA shall agree to withhold direct and intentional release of this information. I agree that in the course of working with ITLA, there may be situations in which others may interpret my association with ITLA in a manner that is not directly expressed by ITLA and agree to hold ITLA harmless for such interpretation.

_____

Signature Date

_____

Signature (ITLA Board Member) Date

PO Box 7206 ▼ Atlanta, GA 30357-0206 ▼ 404 872 6410
www.inthelifeatl.com

In The Life Atlanta, Inc.
VENDOR AGREEMENT

Date:_____ **Receipt No: 07X**_____

Name					
Company					
Address					
City		State		Zip	
Phone		Cell/Office		Fax	
Email		Web URL			

VENDOR SPACE SPECIFICATIONS (please check all that apply)

Requested Vending Dates

❑-Friday 8/31/07 ❑-Saturday 9/01/07 ❑-Sunday 9/02/07

Organization Type

Non-Profit Organization	*3-Day Price*	*Daily*	*Profit Business/Organization*	*3-Day Price*	*Daily*
❑ Information or sales	$165	$60	❑ Sales (non food items)	$350	$150

Special Requirements

❑ **Table & 2 Chairs (Standard)**
Do not check if a table is not needed

❑ **Electrical Service**
Add $25 flat rate

❑ **Direct Phone Line (shared)**
Add $25 flat rate

❑ **Space only, no table or chairs**
I have my own display or racks.

❑ **Information only, no table needed**

❑ **Special Load in required**
Please specify exact need

Payment Information

Total Due:		Total Paid	
Check/Money Order		Credit Card (Visa, MasterCard or American Express)	
Credit Card#		Exp. Date	
Security Code			
Signature			

NOTE: VENDOR SPACE CONTRACTS MUST BE FINALIZED AND PAID IN FULL BY MIDNIGHT JULY 31st, 2007 to guarantee space. Applications received after this date will be honored on a availability basis only. In the event we are unable to honor your application, your payment will be refunded.

ITLA VENDOR GUIDELINES

1. Vendors are prohibited from selling alcoholic beverages or bringing glass bottles/containers onto the celebration site(s) or its surroundings. Vendors shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Georgia and local ordinances of the City of Atlanta and Fulton County shall apply.

2. Vendors are prohibited from selling any memorabilia (T-shirts, buttons, posters, banners, etc.), on the celebration site(s) or its surroundings which reference ITLA, or Black Gay Pride without a written agreement with ITLA, Inc. for the collaborative sale of said merchandise.

3. All currency must be maintained and stored out of public view at all times. ITLA, Inc. assumes no responsibility or liability for any Vendor's lost and/or stolen currency.

4. Vendors are responsible to secure storage facilities for their merchandise. ITLA, Inc. shall provide no security for installations left overnight. ITLA, Inc. assumes no responsibility or liability for any Vendor's lost and/or stolen merchandise.

5. Vendors are responsible for cleaning the space allotted to them and transporting debris to the appropriate receptacles provided at the vending site.

6. Non-profit Vendors must submit proof of non-profit 501(c)3 status or fiscal agent representative with their application to obtain non-profit rates. Applications submitted without such proof will be treated as a for profit entity.

7. ITLA, Inc. shall assign all Vendor spaces upon receipt of a fully executed Vendor Application Form with all necessary documentation required, if any, and applicable fees. A $25 fee will be charged for all checks that are returned to ITLA for any reason. **Applications received after July 31st, 2007 will be considered only if space is available and will be assessed a $100 late processing fee**. Vending cancellations must be submitted in writing via mail, fax, or email by midnight July 31, 2007. **A $25 processing fee shall be assessed against all such requests**. No refund requests shall be honored after midnight July 31, 2007.

8. Vendors understand that ITLA has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent, and or interrupt the celebration weekend. Vendors shall hold ITLA, its assigns, The Sheraton Atlanta Hotel, Starwood Hotels, and all persons acting under its authority, harmless for any losses that could arise because of such event.

9. ITLA, Inc. reserves the right to revise these guidelines without prior written consent and/or notification. No part of this agreement may be changed in any way or altered without the written, signed permission of ITLA, Inc.

10. Vendor shall indemnify and hold harmless ITLA, its assigns, The Sheraton Atlanta Hotel, Starwood Hotels, and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits.

Mechanical Requirements

Vendor spaces are minimum six feet by six feet (6'x 6') each. No structure may exceed this dimension without prior approval. Additional space(s) with one (1) 6' table and two (2) chairs may be obtained for $75 per space per day. However, consecutive spaces shall not exceed three (3) spaces.

Signature

The undersigned represent that they are authorized to sign and enter into this agreement on behalf of the referenced group, organization or individual.

By signing below, Vendor acknowledges that they have read, understand and agree to abide by the ITLA Vendor Agreement and the ITLA Vendor Guidelines detailed above. Vendor further acknowledges that they enter into this agreement freely, voluntarily and absent of duress.

_____

Signature **Date**

_____

Print Name

_____

Print Title

346 Auburn Ave NE, Suite 126 ▼ Atlanta, GA 30312 ▼ 678.799.8526
www.inthelifeatl.com ▼ Fax 404.506.9730
Official Organizer of Atlanta Black Gay Pride

ITLA VENDOR GUIDELINES

1. Vendors are prohibited from selling alcoholic beverages or tobacco products. Vendors must comply with the ordinances and regulations of the City of Anaheim and Orange County regarding food handling and sanitation.

2. Vendors are prohibited from selling any merchandise (T-shirts, buttons, posters, banners, etc.) on the celebration area(s) or on surrounding streets without reference ITLA, or Silent City Pride without a written agreement with ITLA, Inc. for the solidarity fair of said non-profits.

3. All accessory items be pre-approved and stored out of public view at all times. ITLA, Inc. assumes no responsibility or liability for any Vendor's loss and or stolen merchandise.

4. Vendors are responsible to secure storage facilities for their merchandise. ITLA, Inc. shall provide no security for merchandise left overnight. ITLA, Inc. assumes no responsibility or liability for any Vendor's lost and/or stolen merchandise.

5. Vendors are responsible for cleaning the space allotted to them and keeping it free of garbage. Vendors are provided a garbage can in the vending area.

6. Vendors/ Vendors must submit proof of non-profit 501(c) status or fiscal agent representative with their application to obtain non-profit rates. Applications submitted without such proof will be treated as a for profit entity.

7. ITLA, Inc. shall assign all Vendor spaces upon receipt of a fully executed Vendor Application Form with all necessary documentation required. Then, and applicable fees. A $25 fee will be charged for all checks that are returned to ITLA for any reason. Applications received after July 31st, 2007 will be considered only if space is available and will be subject to a $100 late processing fee. Vendor cancellations must be submitted in writing via mail, fax, or email by midnight July 31, 2007. A $25 processing fee will be assessed against all cancellations. No refund requests shall be honored after midnight July 31, 2007.

8. Vendors understand that ITLA has no control over weather, acts of God, acts of terrorism, governmental interventions or any other cause that may prevent and or interrupt the celebration weekend. Vendor shall hold ITLA, its assigns, The Downtown Anaheim Hotel, Sin-weed Hotels, and all persons acting under its authority, harmless for any losses that could arise because of such events.

9. ITLA, Inc. reserves the right to revise these guidelines without prior written or verbal notification. No part of this agreement may be changed in any way or waived without the written signed permission of ITLA, Inc.

10. Vendor shall indemnify and hold harmless ITLA, its assigns, The Downtown Anaheim Hotel, Sin-weed Hotels and its servants, agents from all liability, damage or accident which might arise from any cause resulting or connected with transportation, planning, renewal or display of exhibit.

Miscellaneous Regulations

Vendor spaces are maximum six feet by ten feet (6'x 6') each. No structures may exceed this dimension without prior approval. Additional space(s) with one (1) or both are two (2) chairs may be obtained for $25 per space per day. However, consecutive days shall not exceed three (3) days.

No Agency

The undersigned represent that they are authorized to sign and enter into this agreement on behalf of the referenced group, organization or individual.

By signing below, Vendor acknowledges that they have read, understand and agree to abide by the ITLA Vendor Agreement and the ITLA Vendor Guidelines detailed above. Vendor further acknowledges that they enter into this agreement freely, voluntarily and without duress.

Signature Date

Print Name

Print Title